

## **CHOCK FULL O'NUTS® GIVEAWAY SWEEPSTAKES OFFICIAL RULES**

**No purchase or payment is required to enter, win or claim a prize. A purchase will not increase an entrant's chances of winning. Void where prohibited or restricted by law. Winner is responsible for the payment of any applicable taxes on receipt of a prize.**

The Chock full o'Nuts® Ultimate Coffee Pack Giveaway Sweepstakes ("Sweepstakes") is sponsored by Massimo Zanetti Beverage USA, Inc. ("Sponsor"). The Sweepstakes Administrator is Gray Kirk/Vansant Advertising Inc. ("Administrator").

1. **Sweepstakes Period:** The Sweepstakes begins September 14, 2020 at 12:00:00 AM Eastern Time and ends September 28, 2020 at 11:59 PM Eastern Time (the "Sweepstakes Period").

2. **Eligibility:** The Sweepstakes is open to all legal residents of the fifty (50) United States and the District of Columbia who have reached the age of majority in their state of domicile at the time of entry. Employees of Sponsor, its affiliate entities, prize suppliers and advertising and promotion agencies, and their immediate family members (i.e., spouse and parents, children, siblings, and their respective spouses regardless of where they live) and individuals living in the households of any of such individuals, whether related or not, are not eligible to enter or win a prize. All applicable federal, state and local laws and regulations apply. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules.

**How to Enter:** You may enter the Sweepstakes by going to Woobox entry link here: (<https://woobox.com/zfxpb5>) and entering, including your name, e-mail address and address. No other method of entry is permitted. No mechanically reproduced or automatically generated entries are permitted. Incomplete, illegible, or garbled entries will be disqualified. There will be no verification of receipt of entries. If you enter using a mobile device, standard message and data charges from your wireless service carrier may apply. Entrants should consult their wireless service carriers regarding their pricing plans.

**Entry Limit:** Entry is limited to one entry per person per day throughout the entire Sweepstakes Period. There is no limit of total entries per person during the Sweepstakes Period.

**Entry Requirements:** All entries must comply with the following in order to be a valid entry:

- A. A correctly completed entry will qualify an entrant.
- B. By entering, you understand that your entry may be posted online, in Sponsor's sole discretion, to be viewed by members of the general public.
- C. Entrants may not copy or otherwise plagiarize any material from any source or violate the intellectual property rights of any third party.
- D. Entrants must not disparage Sponsor, Administrator or any other person or party.
- E. Entries must not contain material that is inappropriate, indecent, lewd, obscene, hateful, tortious, defamatory, slanderous or libelous (all as determined by Sponsor at Sponsor's sole discretion).
- F. Entries must not contain or use material that violates another person's rights including but not limited to rights of privacy or promotes racism, hatred or harm against any group or individual, or promotes discrimination based on race, gender, ethnicity, nationality, religion, disability, sexual orientation, political orientation, citizenship, marital status or age (all as determined by Sponsor at Sponsor's sole discretion).
- G. Entries must not contain any viruses, spyware, or malware which may harm the functionality of a computer.
- H. By entering, entrants will have the option to receive or opt-out of receiving Sponsor generated email newsletters and other for additional marketing purposes.
- I. Entries must be received within the Sweepstakes Period.

**Note:** If any Entry fails to comply with one or more of these Entry Requirements or any other sections of these Official Rules, Sponsor and Administrator reserve the right to disqualify an entrant.

3. **Random Drawing:** Within twenty (20) days following the end of the Sweepstakes Period, the Administrator will randomly select five (5) potential prize winners from all eligible entries received. Each selected winner is deemed to be a potential winner, pending verification of the potential winner's eligibility and compliance with these Official Rules as determined by Sponsor or Administrator, in its sole and absolute discretion.

4. **Prizes, Approximate Retail Value ("ARV") and Odds of Winning:**

- A. **Prizes:** Five (5) Prize Packs (each, a "Prize") will be awarded. Each Prize will have an ARV of \$78. Each Prize Pack includes one (1) can of Chock full o'Nuts Original Coffee and one (1) package of Chock full o'Nuts Original single serve pods, one (1) black matte Chock full o'Nuts mug, one (1) Chock full o'Nuts travel tumbler and one (1) Chock full o'Nuts hat.
- B. **Total ARV:** The total ARV of all Prizes is \$390.
- C. **Odds of Winning:** The odds of winning a Prize depend on the total number of eligible entries received during the Sweepstakes Period.
- D. **General Information:** Only the Prize stated in these Official Rules will be awarded. Limit one (1) Prize per person and, if applicable, per household. No Prize substitution or exchange will be allowed except by Sponsor, which reserves the right to substitute a Prize of equal or greater value in case of unavailability of a Prize or force majeure.

5. **Winner Verification and Notification:** The Administrator will send an a notification by private message to each selected, potential Prize winner's Instagram or Facebook account, requesting each potential Prize winner to provide his/her complete first and last name (no initials), e-mail address, physical mailing address, telephone number, and date of birth. Each potential Prize winner must respond to the Administrator's request by e-mail with such information within forty-eight (48) hours of his/her receipt of that request or the Prize will be forfeited. Once the potential Prize winner's requested information is received, Administrator will send an email within approximately twenty-four (24) hours with further instructions on how to claim the Prize. Each potential Prize winner is responsible for monitoring his/her Instagram or Facebook or email account for Prize notification and receipt or other communications related to this Sweepstakes. All potential winners are subject to verification of eligibility and compliance with these Official Rules.

If in the sole discretion of Sponsor or the Administrator a potential Prize winner is disqualified, found to be ineligible or not in compliance with these Official Rules, the Prize may be forfeited and such forfeited Prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries as determined by Sponsor in its sole discretion. All federal, state, and local taxes imposed on the acceptance of a Prize are solely the responsibility of each winner. Administrator will attempt to notify each potential Prize winner as set forth above, but Administrator and Sponsor are not responsible for any undelivered messages, e-mails, or other attempts at contact, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which can divert any e-mail, including any winner notification e-mail, to a spam or junk folder. The right to receive a Prize is non-assignable, non-transferable. Any and all other costs and expenses not expressly stated herein are the sole responsibility of each Prize winner. Sponsor reserves the right to modify Prize award procedures.

**Limitation of Liability:** By participating in the Sweepstakes, entrants agree to release, indemnify and hold harmless Sponsor, its parent company, affiliate entities, Administrator, Prize suppliers, influencers, and advertising and promotion agencies, and each of their respective agents, representatives, officers, directors, shareholders and employees (collectively, "Released Parties") from and against any injuries, losses, damages, claims, actions and liability caused in whole or in part, directly or indirectly, from participation in the Sweepstakes or acceptance, possession, use, misuse or nonuse of any Prize that may

be awarded. Released Parties are not responsible for technical, computer, mechanical, printing, typographical, human or other errors relating to or that may arise in connection with the Sweepstakes, including, without limitation, errors or technical difficulties that may occur in the submission of an entry, administration of the Sweepstakes, the announcement of the Prizes or in any Sweepstakes-related materials; any injury or damage, whether personal or to property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a Prize; or, if and as applicable, for e-mail or other communication that is lost, stolen, late, misdirected, damaged, incomplete, inaccurate, garbled, undelivered, delayed, illegible or postage-due or for applications, transactions that fail to enter into the processing system, or are processed, reported or transmitted late or incorrectly or are lost for any reason including computer, paper transfer, human or other error. If, in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if computer viruses, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise, corrupt, or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, the Sponsor, in its sole discretion, reserves the right to disqualify any individual who tampers with the entry process and/or void any entries submitted fraudulently, to modify or suspend the Sweepstakes, or to terminate the Sweepstakes and conduct a random drawing and award a Prize using all eligible entries received as of the time of any such termination. As a condition of entering the Sweepstakes, each entrant agrees that (1) under no circumstances will he/she be permitted to obtain awards for, and he/she hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses; (2) all causes of action arising out of or connected with this Sweepstakes or any Prize awarded, shall be resolved individually, without resort to any form of class action; and (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and in no event shall he/she be entitled to receive attorneys' fees or other legal costs.

6. **Governing Law:** The Sweepstakes and Official Rules shall be interpreted in accordance with the laws of the Commonwealth of Virginia without regards to its principles of conflicts of law. Jurisdiction and venue shall be solely within the state and federal courts located in the City of Norfolk, Virginia relating to the administration of the Sweepstakes and/or to any disputes or matters of controversy arising therefrom.
7. **Privacy Policy:** Any personally identifiable information collected during an entrant's participation in this Sweepstakes will be collected by Sponsor or its agent and used by Sponsor, its affiliates, agents, and marketers for the sole purpose of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules, all in accordance with Sponsor's applicable policy(ies), which may be found at <https://www.chockfullonuts.com/privacy-policy/>.
8. **Winners List:** To request the name of the Prize winners, send an email with subject line to: "Chock full o'Nuts Ultimate Coffee Pack Giveaway Sweepstakes" to Social@gkv.com. Requests must be received no later than September 30, 2020. The Prize winners name will be provided when the drawing has been conducted and the winner verified.